

## GENERAL SECRETARIAT

Dated 19th March 1945.

**No. S. R. 3581.—L. W. 69-44-9.** Under Section 12 (4) of the Mysore Labour Act XIII of 1942 as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in the matter of failure of the Conciliation proceedings in the dispute between the Labour Associations and the management of the Kolar Gold Fields Electricity Department, the Champion Reef Gold Mining Company, the Mysore Gold Mining Company, the Nandydrug Mines Ltd., and the Oorgaum Gold Mining Company of India, Ltd., on the question of the payment of service gratuity to the workers who have worked underground for fifteen years or on the surface for twenty years.

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N. S. HIRANNAYYA, *Genl. Secy.*OFFICE OF THE CHIEF CONCILIATOR IN  
MYSORE, BANGALORE.

Dated Camp. Bethamangala, 9th March 1945.

From

M. Navaneetham Naidu, Esqr., B.A., B.L.,  
Chief Conciliator in Mysore, Bangalore.

To

P. Suryanarayana Setty, Esqr. B.A., LL.B.,  
General Secretary to the Government of  
H. H. the Maharaja of Mysore, Bangalore.

Sir,

**No. C. C. 6-10-44-45.** I have the honour to make the following report, under Section 12 (4) of the Mysore Labour Act, relating to an industrial dispute between the undermentioned Labour Associations and the concerned Managements at Kolar Gold Fields, in regard to the Service Gratuity Scheme in force.—

## 1. Conciliation Case No. 6-44-45.

Labour Association.—The Kolar Gold Fields Electricity Department, Labour Association, Robertsonpet, Kolar Gold Fields.

Management.—The Chief Electrical Engineer, Electricity Department, Oorgaum, Kolar Gold Fields.

## 2. Conciliation Case No. 7-44-45.

Labour Association.—The Champion Reef Gold Mines Labour Association, Champion Reef, Kolar Gold Fields.

Management.—The Champion Reef Gold Mines of India Ltd., Champion Reef, Kolar, Gold Fields.

## 3. Conciliation Case No. 8-44-45.

Labour Association.—The Mysore Gold Mines Labour Association, Marikuppam, Kolar Gold Fields.

Management.—The Mysore Gold Mining Co., Ltd., Marikuppam, Kolar Gold Fields.

## 4 Conciliation Case No. 9-44-45.

Labour Association.—The Oorgaum Mines Labour Association, Oorgaum, Kolar Gold Fields.

Management.—The Oorgaum Gold Mining Co., of India Ltd., Oorgaum, Kolar Gold Fields.

## 5. Conciliation Case No. 10-44-45.

Labour Association.—The Nandydrug Mines Labour Association, Oorgaum, Kolar Gold Fields.

Management.—The Nandydrug Mines Ltd., Oorgaum, Kolar Gold Fields.

(2) These five Labour Associations gave to the concerned Managements a notice of change (as in the copy appended), under Section 10 (2) of the Act, desiring the following.—

(a) "that Service Gratuity should be payable to such of the workers who have put in a service of 15 years in underground or 20 years on the surface, irrespective of the declaration of medical fitness for further work."

and (b) "that certificates of physical unfitness granted to workers by any Registered Medical Practitioner should be accepted as sufficient for payment of service gratuity."

3. The previous history of the matter may be briefly stated. These five Labour Associations had given notices of change in 1942, desiring revision in regard to the service gratuity scheme. Conciliation proceedings were held by the Chief Conciliator. Conciliation could not be concluded within the period of one month, as the managements wished to

may be referred by Government to a Board of Conciliation, under Section 11 (3) of the Mysore Labour Act. On that, Government appointed a Board of Conciliation to deal with the disputes. The Board sat for four days and finally reported (on 28th August 1942) failure of the proceedings in conciliation. After that, in the months of December 1942 and January 1943, the parties came to a settlement on the question and executed agreements that the existing Service Gratuity Scheme shall be retained in its entirety, subject only to the revisions specified thereunder and that this provisional scheme of Service Gratuity shall remain in force for the duration of the war. All those agreements have been duly registered and filed in the Office of the Registrar of Associations.

4. The same five Labour Associations have issued the present notices of change, asking that the Service Gratuity Scheme in force should be revised as stated in para 2 above. The Managements replied to the concerned Labour Associations that, under the Registered Agreement already executed, the Service Gratuity Scheme mentioned therein is in force and remains unalterable for the duration of the war and that therefore the changes asked for cannot be considered.

5. The Assistant Commissioner of Labour, Kolar Division, Kolar Gold Fields, reported to the Commissioner of Labour that no agreement seemed possible in the matter and that the cases may be referred to the Chief Conciliator for initiating conciliation proceedings. The Commissioner of Labour has accordingly referred these five industrial disputes to this office for initiating conciliation proceedings, under Section 10 (3) of the Mysore Labour Act.

6. These cases were accordingly registered and notices issued to the parties concerned. I held the conciliation proceedings accordingly at Oorgaum, Kolar Fields on 5th March 1945. The following representatives of the Management and the Labour Associations were present, and the matter was fully discussed.

## Conciliation Case No. 6-44-45.

Representing Employer.—The K. G. F. Electricity Department by Mr. J. A. Vivian Rowe, Chief Electrical Engineer.

Representing Employee.—No Representative present for the K. G. F. Electricity Department, Labour Association.

## Conciliation Case No. 7-44-45.

Representing Employer.—The Champion Reef Gold Mines of India, Ltd., by Mr. H. M. White, Superintendent.

Representing Employee.—The Champion Reef Mine Labour Association, by Mr. K. Chengalaraya Reddy, President.

## Conciliation Case No. 8-44-45.

Representing Employer.—The Mysore Gold Mining Co., Ltd., by Mr. C. B. Taylor, Superintendent.

Representing Employee.—The Mysore Mine Labour Association, by Mr. Parthasarathy, Secretary.

## Conciliation Case No. 9-44-45.

Representing Employer.—The Oorgaum Gold Mining Co., of India Ltd., by Mr. G. Benn White, Superintendent.

Representing Employee.—The Oorgaum Mine Labour Association, by Mr. Pankiras, Vice-President.

## Conciliation Case No. 10-44-45

Representing Employer.—The Nandydrug Mines, Ltd., by Mr. R. G. K. Morrison, Superintendent.

Representing Employee.—The Nandydrug Mines Labour Association, by Mr. S. B. Arakel, Secretary.

For the Labour Association of the K. G. F. Electricity Department, no representative appeared and there was no letter of excuse received either.

Mr. A. Sundaram Mudaliar, Assistant Commissioner of Labour, Kolar Division, Kolar Gold Fields, was present throughout.

7. The Notices of change in all the five cases being quite the same, and the parties having no objections, these five cases were taken up together and were fully discussed.

8. Mr. K. Chengalaraya Reddy, on behalf of the Labour Associations, explained the need for the proposed charges, given notice of. He stated that the demands were simple inasmuch as the Managements were already paying Service Gratuity to the persons declared invalid by the Company's Doctors and that what was now asked for (a) the extension of the provision to the workers leaving the Service with-



has been agitating the minds of the workers for a long time. He requested the Management to consider the changes asked for sympathetically.

9. Mr. C. B. Taylor, on behalf of the managements stated that this question of Service Gratuity had already been fully discussed and agreed upon, and there are registered agreements between the representatives of the associations and the Management and that it was agreed and settled that the service gratuity scheme should remain in force for the duration of the war. He added that the present notices of change are contrary to that agreement and are not in order. The Labour Representatives stated, they do not dispute those agreements, but they are not precluded by those agreements from putting forth fresh demands, as in the notices of change. The Managements pointed out that those agreements are binding for the duration of the war and that the changes asked for cannot be considered now during the period of the war. The Labour Representatives stated that the agreements in question were signed expecting that the war would not last so long. The Managements pointed out in reply that war conditions then were not so bright as they are now, and added that, if any agreement already entered into is not respected, there was no use of any agreement at all. The Labour Representatives contended that it is a point for consideration whether any agreement entered into binds the parties for any indefinite period. They referred to Section 15 of the Mysore Labour Act and said that a notice of change could be issued in respect of a matter settled by an agreement within six months from its registration. After further discussion, the Labour Representatives stated that they were not disputing the terms of those agreements but were now asking for revision and requesting the Management to consider the proposed changes on merits.

10. The Management explained that, while the service gratuity scheme, has already settled and agreed upon, should be in force for the duration of the war, the principle involved in both the present demands in the notices of change [viz., (a) that the workers should be paid gratuity after a particular period of service irrespective of the point of medical unfitness for further work, and (b) that a certificate of physical unfitness by any Registered Medical Practitioner] should be accepted as sufficient for payment of Service Gratuity cannot be accepted by the Managements, because gratuity is paid only as a concession at the discretion of the Employer, in the case of workers certified by the Company's Doctors to be physically unfit for further work. They added that the Management should have the discretion and that the decision of the Company's Doctors who are qualified Medical Officers and have studied labour conditions need not be disputed, and that no specific case of difficulty or injustice is mentioned, and there is no need for any change in the existing practice. The Labour Representatives replied that some of the labourers felt, rightly or wrongly, they were not having a fair deal at the hands of the Company's Medical Officers. It was argued by the Labour Representatives that certificates issued by registered medical practitioners might be treated as sufficient to enable the worker to get the Service Gratuity and that if the Managements felt that certificates could easily be got from private registered medical practitioners, the labourers in their turn felt that the Company's Doctors might not give certificates in some deserving cases. The Managements replied that if such cases were brought to their notice, they would be able to deal with their doctors. The Labour Representatives said that even in Government service, certificates from private practitioners were being accepted and a similar concession might be extended to the labourers. It was pointed out that in cases of retirement of officials on account of physical unfitness on medical grounds, certificates by Government Medical Officers of specified status, usually District Medical Officers of Government were required. Then the Labour Representatives made a modified suggestion that the companies might accept at least certificates granted by District Medical Officers of Government. They added that in the Mysore Silicosis Rules under the Workmen's Compensation Act, certain Medical Officers in Government Service are appointed for the purpose of examination and issue of certificates and that a Medical Bureau consisting of three medical officers, two of whom are in Government service is established, and that the same principle might be accepted by the Managements. In reply, the Managements said they cannot accept such a principle inasmuch as the case is altogether different, compensation under the Workmen's Compensation Act, being a statutory payment, but, here, gratuity being a payment made

should have the option to choose the Doctors for issue of certificates. They mentioned that even Insurance Companies require medical fitness certificates from their doctors and that the Government insist upon medical certificates of their doctors of a specified grade.

11. The Labour Representatives said that there was a strong feeling among the labourers for a change asked for. They mentioned that there were some concerns (e.g., Bangalore Binny, Mills) which paid gratuity after a specified period of service even without medical certificates of unfitness. The managements replied that such concerns were very few, but they (the Managements) could not accept the proposals during the period of war. The Labour Representatives said that, even after the war, there was no guarantee of the proposals being accepted by the Managements as perhaps the value of gold may go down and the financial position may come in the way.

12. At this stage, the Labour Representatives wanted to know whether the non-acceptance of these demands was on the merits or on the ground of the previous agreement being in force for the duration of the war. The Management replied that it was both.

13. Finally, the Labour Representatives said they would press their demands. The managements regret they cannot accept the demands put forth.

14. All possible ways for settlement were explored, but the parties did not come to any settlement. The proceedings thus ended in failure, which I hereby report.

15. I request that this report may be published in the Gazette, as required in sub-section (4) of Section 12 of the Mysore Labour Act.

I have the honour to be,

Sir,

Your most obedient servant,

NAVANEETHAM,

Chief Conciliator.

#### Annexure.

1. That Service Gratuity should be payable to such of the workers who have put in a service of 15 years in underground or 20 years on the surface irrespective of the declaration of medical unfitness for further work.

2. Certificate of physical unfitness granted to workers by any Registered Medical Practitioner should be accepted as sufficient for payment of Service Gratuity.

Dated 19th March 1945.

**No. S. R. 3584—L. W. 69-44-10.** Under Section 12 (4) of the Mysore Labour Act XIII of 1942, as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in the matter of the failure of the Conciliatory proceedings in the dispute between the Labour Association and the Management of the Nandydroog Mines, Ltd., Kolar Gold Field, on the question of the rates of wages to the Scavengers, Pump Attendants and Air Hoist Drivers.

N. S. HIRANNAYYA, *Genl. Secy.*

#### OFFICE OF THE CHIEF CONCILIATOR IN MYSORE.

Dated Camp: Bethamangala, the 10th March 1945.

From

M. Navaneetham Naidu, Esq., B.A., B.L.,  
Chief Conciliator in Mysore.

To

P. Suryanarayana Setty, Esq., B.A., LL.B.,  
General Secretary to the Government  
of His Highness the Maharaja of Mysore,  
Bangalore.

Sir,

**No. C. C. 22-25—44-45.** I have the honour to make the following report under Section 12 (4) of the Mysore Labour Act, relating to the undermentioned disputes between the Nandydroog Mines Labour Association and the concerned Management at Kolar Gold Fields, on the subject of enhancement of rates of wages (minimum and maximum) in respect of certain classes of employees (noted below):—

1. Conciliation Case No. 22—44-45.



2. Conciliation Case No. 23-44-45.

Notice of change dated 9th December 1944, asking for enhancement of minimum and maximum rates of wages of Pump Attendants (Underground Engineering Department).

3. Conciliation Case No. 24-44-45.

Notice of change dated 9th December 1944, asking for enhancement of minimum and maximum rates of wages of Pump Attendants (Underground Section).

4. Conciliation Case No. 25-44-45.

Notice of change dated 9th December 1944, asking for enhancement of minimum and maximum rates of wages of Air Hoist Drivers.

2. This Labour Association gave to the concerned Management, the above notice of change (as in the copies appended), under Section 10 (2) of the Act desiring an enhancement (as noted therein) of the maximum and minimum rates of wages of these classes of employees, on the ground that the rates of wages they are getting at present are extremely low. The Management replied that "under the present circumstances it is not possible to alter the wage rates; and hence no agreement is possible." As the Assistant Commissioner of Labour, Kolar Division, Kolar Gold Fields, could not bring about an agreement between the parties, the Commissioner of Labour in Mysore referred these disputes to this office for initiating conciliation proceedings, under Section 10 (3) of the Labour Act.

3. These cases were thereupon registered and notices were issued to both the parties for hearing. I held Conciliation Proceedings accordingly at Oorgaum, Kolar Gold Fields, on the 7th instant and heard both the parties and discussed the matter. The following representatives of the Management and the Labour Association were present, as also the Assistant Commissioner of Labour (Mr. A. Sundaram Mudaliar) Kolar Gold Fields.

Representing Employer:—The Nandydroog Mines, Ltd., Oorgaum, Kolar Gold Fields, by Mr. R. G. K. Morrison, Superintendent.

Representing Employee:—The Nandydroog Mines Labour Association, Oorgaum, Kolar Gold Fields, by Mr. S. B. Arekal, Secretary.

4. The demands in these cases being of the same nature and the parties to the cases being the same and having no objections, all these cases were clubbed. The demands in each case were each fully discussed, one by one, with the following result:—

Conciliation Case No. 22 of 44-45.—In respect of rates of wages of scavengers.

The demand in the notice of change is that as the scavengers working on the surface as well as underground feel that their wages are extremely low, the Association requests an enhancement of their daily wage rates as below:—

	SURFACE.		UNDERGROUND.	
	Minimum.	Maximum.	Minimum.	Maximum.
Maistries	Rs. a. p. ... 1 1 0	Rs. a. p. ... 1 4 0	Rs. a. p. ... 1 2 0	Rs. a. p. ... 1 8 0
(Adults) Men and Women.	0 12 0	1 0 0	0 14 0	1 2 0
Children	... 0 5 0	0 6 0		

Minimum to be raised to maximum through annual increments of one anna.

The Association Secretary explained the need for this proposed change. He stated that the demand is in respect of scavengers including sweepers, that these employees are doing very useful work but that the wages they are getting at present are not enough to make both ends meet, and hence the need for higher wages asked for. He added that the nature of work done by these employees is such that no other classes of people would come forward to take it up. He added that the condition of these employees is very poor and that the Management may consider all these aspects sympathetically and give them higher wages. In reply, the Superintendent of the Company referred to the present wage rates of these employees and to the figures and statements of their monthly earnings and stated that no good case is made out for the higher wages asked for. The present daily wage rates are as below:—

Surface:—Scavengers and Sweepers.

Rs. a. p. Rs. a. p.

Underground:—Scavengers and Sweepers.

	Rs. a. p.	Rs. a. p.
Maistries starting from	0 13 0	0 and going up to 1 3 0
Adult men	0 11 0	0 12 0

In addition to these rates, Dearness Allowance (Rs. 8 per mensem) and Attendance Bonus are paid to them. He pointed out that, in the result, the average monthly earnings with Dearness Allowance and Attendance Bonus come to between Rs. 31 and Rs. 32 in the case of a Sweeper Maistry, and about Rs. 22 in the case of a sweeper man, about Rs. 19 in the case of a sweeper woman, and about Rs. 15-8-0 in the case of a scavenger boy, and that an employee can earn more if he works without absenteeism. He added that there are some families of these employees who are earning a decent sum, that 59 family groups are working in the Nandydroog Mines, and that the average monthly earnings of each family come to Rs. 43 including Dearness Allowance, and Attendance Bonus, and that there are some families whose earnings went up to Rs. 72 a month. The Association Secretary stated that what is to be taken into account is the wage earning per head and not the size of the family of the worker, or the number of members working in the family and that their earnings are not enough in a majority of cases for bare needs, and that an increase of wage is really necessary and that periodical increments should also be given.

The Superintendent of the Company pointed out, by reference to facts and figures, that the earnings of each of these employees cannot be said to be low so as to call for increase and that in many cases the monthly income of an employee is more than Rs. 20, and that the principle of periodical increments cannot be accepted, and that if the work of a sweeper is good and his case is recommended, he would be given the post of a Maistry after a period of about three months. The Association Secretary replied that the difficulty would come when reserving cases are not recommended. The Superintendent said that individual cases of hardship may be brought to notice and would be considered on merits.

After further discussion, the Superintendent asked what amount would satisfy the employees. The Association Secretary stated that he would leave it to the discretion and goodwill of the Management to give a modified figure if it is not possible for the Management to agree to the amount asked for in the notice of change.

Finally, the Superintendent stated that the only thing he could consider is to enhance the starting daily wages of a surface Sweeper Maistry from nine annas to ten annas and that of (an adult) surface sweeper man from six annas to seven annas, and that he is not prepared to enhance the pay of the others. He considered that no increase in the wages of the (adult) sweeper woman is called for, as women are already getting 100 per cent increase in the shape of Dearness Allowance. As regards children sweepers, he is not prepared to make any change as a sweeper boy working in the Mine is already getting more than a sweeper man working in the Kolar Gold Fields Sanitary Board, and that further, the Management is not keen on retaining or entertaining children sweepers or scavengers. As regards the wages of the underground sweepers and scavengers he considers that no change is called for as they are already getting as much as that of an underground worker.

The Association Secretary said that the Dearness Allowance is only a transitory thing and should not be taken into account now. The Management stated that it has to be taken into account so long as it is paid as part of the emoluments of the employees.

The Association Secretary said that the offer made by the Superintendent is inadequate and could not be accepted. The Superintendent replied that it is not possible to enhance the wages to more than what is offered, and that any further increase beyond that would upset the system of wages on the field and cannot be considered. The Association Secretary was not satisfied and he pressed the demand. But the Superintendent regretted, the demand could not be accepted.

Conciliation Case No. 23 and 24 of 1944-45.—In respect of Pump Attendants (Underground Engineering Department), and Pump Attendants (Underground Section), respectively.

The demands in the notices of change in this respect are:—That the daily wages of these employees may be fixed, the minimum at Re. 1 and the maximum at Rs. 1-12-0 and that annual increments two annas may be granted.

The Association Secretary stated that these employees are doing more responsible work and should be given more wages than what they are getting. The Superintendent of the



there is no case for increase of their wages. He asked why the Association was putting up the case of these employees for higher wages. The Association Secretary said that it is because the employees came to the Association and wanted their case to be put up. The Superintendent stated that the request cannot be accepted. He added that to enhance the wages of these people would affect the general policy of the Management in respect of wages and that it is not possible to make any discrimination in favour of these employees, and place them on a different category.

The Association Secretary, however, pressed these demands; but the Superintendent could not accept them.

*Conciliation Case No. 25—44-45 in respect of  
Air Hoist Drivers.*

The demand in the notice of change is that in the case of these employees, their daily wages may be fixed, minimum at Rs. 1-4-0 and maximum at Rs. 2-0-0 and that annual increments of two annas may be granted.

The Association Secretary said that this wage enhancement asked for is necessary as these employees are doing work of a more responsible nature. The Superintendent stated that these employees are getting daily wages, starting from ten annas and going up to fifteen annas and that he saw no reason to enhance the rates and that the points, already mentioned by him in regard to the above cases (C. C. Nos. 23 and 24) would apply to this case also. The Association Secretary pressed the demand but the Superintendent said it cannot be accepted.

5. All possible ways of settlement were explored, but the parties did not come to a settlement.

6. The proceedings in these cases thus ended in failure which I hereby report.

7. I request that this report may be published in the Gazette as required under sub-section 4. of Section 12 of Labour Act.

I have the honour to be,

Sir,

Your most obedient servant,

NAVANEETHAM,  
Chief Conciliator in Mysore.

*Annexure—(C. C. No. 22 of 44-45).*

As the scavengers working on the surface as well as underground feel that their wages are extremely low, the Association requests you to enhance their wage rates as given below :—

		Surface.	
		Minimum.	Maximum.
		Rs. a. p.	Rs. a. p.
Maistries	...	1 1 0	1 4 0
(Adults) Men and Women	...	0 12 0	1 0 0
Children	...	0 5 0	0 6 0
		Underground.	
		Minimum.	Maximum.
		Rs. a. p.	Rs. a. p.
Maistries	...	1 2 0	1 8 0
Men	...	0 14 0	1 2 0

Minimum to be raised to maximum through annual increments of one anna.

*Annexure—(C. C. No. 23 of 44-45).*

*Re the wages of Pump Attendants (Eng. Dept.).*

As the Pump Attendants (U/G. Engineering Dept.) feel that their wage rates are very low, the Association requests, the Management, The Nandydroog Mines, Ltd.—

1. To fix their minimum daily wages at one rupee and the maximum at one rupee and twelve annas.

2. And to grant them annual increments of two annas.

*Annexure—(C. C. No. 24—44-45).*

*Re the wages of Pump Attendants (U/G. Section).*

As the Pump Attendants (U-G. Section) feel that their wage rates are very low, the Association requests the Management, The Nandydroog Mines, Ltd.—

1. To fix their minimum daily wages at one rupee and the maximum at one rupee and twelve annas.

2. And to grant them annual increments of two annas.

*Annexure—(C. C. No. 25 of 44-45).*

*Re the wages of Air Hoist Drivers.*

As the Air Hoist Drivers feel that their wage rates are very low, the Association requests the Management, The Nandydroog Mines, Ltd.—

1. To fix their minimum daily wages at one rupee and four

Dated 19th March 1945.

**No. S. R. 3587—L. W. 69-44-11.** Under Section 12 (4) of the Mysore Labour Act XIII of 1942 as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in the matter of the failure of the Conciliatory proceedings between the Labour Association and the Management of the Mysore Gold Mining Co., Ltd. The Champion Reef Gold Mines of India, Ltd., The Nandydroog Mines, Ltd., and the Oorgaum Gold Mining Co. of India, Ltd., on the question of the revision of the Standing orders.

N. S. HIRANNAYYA, *Gl. Secy.*

**OFFICE OF THE CHIEF CONCILIATOR IN MYSORE.**

Dated Camp: Bethamangala, the 10th March 1945

C. C. Nos. 15, 17, 18 and 20 of 44-45.

From

M. Navaneetham Naidu, Esq., B.A., B.L.,  
Excise Commissioner in Mysore, Bangalore.

To

P. Suryanarayana Setty, Esq., B.A., LL.B.,  
General Secretary to the Government of  
His Highness the Maharaja of Mysore, Bangalore.

Sir,

I have the honour to make the following report, under Section 12 (4) of the Mysore Labour Act, 1942, relating to a dispute between the undermentioned Labour Associations and the concerned Managements at Kolar Gold Fields, in regard to the revision of the Standing Orders :—

*Conciliation Case No. 15—44-45.*

Labour Association :—The Mysore Mines Labour Association, Marikuppam, Kolar Gold Fields.

Management :—The Mysore Gold Mining Co., Ltd., Marikuppam, Kolar Gold Fields.

*Conciliation Case No. 17—44-45.*

Labour Association :—The Champion Reef Mines Labour Association, Champion Reefs, Kolar Gold Fields.

Management :—The Champion Reef Gold Mines of India, Ltd., Champion Reefs, Kolar Gold Fields.

*Conciliation Case No. 18—44-45.*

Labour Association :—The Nandydroog Mines Labour Association, Oorgaum, Kolar Gold Fields.

Management :—The Nandydroog Mines, Ltd., Oorgaum, Kolar Gold Fields.

*Conciliation Case No. 20—44-45.*

Labour Association :—The Oorgaum Mine Labour Association, Oorgaum, Kolar Gold Fields.

Management :—The Oorgaum Gold Mining Co. of India, Ltd., Oorgaum, Kolar Gold Fields.

(2) These four Labour Associations gave to the concerned Managements, notice of change, (as in the copy appended) desiring certain revisions in the Standing Orders. There are several (in all 43) items of proposed changes, and they relate to the service terms, etc., contained in the Standing Orders. The Managements replied that, in their opinion, no justifiable evidence or satisfactory reasons have been advanced in support of the changes asked for, and that, under the circumstances, no agreement is possible. As the Assistant Commissioner of Labour, Kolar Division, Kolar Gold Fields, could not bring about an agreement between the parties, the Commissioner of Labour has referred these cases, to this Office for initiating conciliation proceedings.

(3) The cases were accordingly registered and notices to all the parties were issued. I held conciliation proceedings at Kolar Gold Fields on the 5th and 6th March 1945. The following representatives of the Managements and the Labour Associations were present, as also the Assistant Commissioner (Mr. A. Sundaram Mudaliar), Kolar Gold Fields.

*Conciliation Case No. 15—1944-45.*

Representing Employer ... The Mysore Gold Mining Co., Ltd., by Mr. C. B. Taylor, Superintendent, on 5th March 1945, and

Mr. Lindsay, Chief Mine Agent on 6th March 1945.

Representing Employee, ... The Mysore Gold Mines Labour Association, by Mr. V. M. Govindan, President.

*Conciliation Case No. 17—1944-45.*



Representing Employee ... The Champion Reef Mine Labour Association, by Mr. K. S. Vasan, Secretary.

*Conciliation Case No. 18—1944-45.*

Representing Employer ... The Nandydroog Mines Ltd., by Mr. R. C. K. Morrison, Superintendent.

Representing Employee ... The Nundydroog Mines Labour Association, by Mr. S. B. Arekal, Secretary.

*Conciliation Case No. 20—1944-45.*

Representing Employer ... The Oorgaum Gold Mining Co. of India Ltd., by Mr. G. Benn White, Superintendent.

Representing Employee ... The Oorgaum Mines Labour Association, by Mr. T. K. Perumal, Secretary.

4. The items of change in the notices being almost the same and the parties having no objection, all these cases were taken up together. The several items in the notices of change were taken up one by one and were fully discussed on both sides, with the result that four items were accepted by the Managements, eleven items were pressed by the Associations but not accepted by the Managements, and the remaining 28 items were not pressed by the Associations.

5. For purposes of this report (under Section 12 (4) of the Act, I shall here refer only to those items in regard to which the parties did not come to a settlement, i.e., to the eleven items pressed by the Associations but not accepted by the managements. They are the following:—

**STANDING ORDERS.**

Classification of employees:—

• Under 4:—

Items in the notice of change:

"Para regarding 'Contract Employee' should read as follows:—

"A 'Contract Employee' is one who is working under a contractor with whom the company has contracted for the whole or any part of any work which is ordinarily part of the mining industry and whose name has been entered on a Time Sheet maintained by the Company."

"Para regarding 'Contract Temporary Employee' should read as follows:—

"A 'Contract Temporary Employee' is one similar to a contract employee but whose terms of engagement as made known to the employee in writing are essentially of a temporary nature."

The Associations urged that these changes are necessary as the contract employee is responsible to the company and not to the contractor, though he works under a contractor. The Managements stated that the definition of these terms is all right and needs no change, and that the question is one of contractual relationship between the contractor and his employee. The Associations deferred these items, till the end, for further consideration, and then pressed them. The Managements said that the changes cannot be agreed to.

**MANNER OF NOTIFICATION OF PERIODS AND HOURS OF WORK, ETC.**

6 (1) Wage and attendance bonus rates, etc.

Item in the notice of change:—

"6 (1) should read as follows:—

"Wage and attendance bonus rate, periodical increments in wages and promotions in grade for the work for which an employee is engaged will be notified on engagement or may be obtained by him on application to the departmental Time Office."

The change proposed here is that periodical increments and promotions should be notified on engagement and included in the standing orders as suggested. The Labour Representatives urged that periodical increments and promotions should be allowed as a general rule, and withheld only as a punishment. The Managements do not accept this view and they say that increments are given on merits of the employee, after seeing his work and that the proposed change is against their principle of employment. The Labour Associations, however, pressed this item, but the Managements are unable to accept.

6 (2) Company's right to change an employee's occupation, rate of pay, etc.

Item in the notice of change:—

"6 (2) should read as follows:—

"The company reserves the right to change the occupa-

case shall the wage and grade notified on engagement and the subsequent increments and promotions earned be reduced, except as a punishment for offences under 23 of these Standing Orders."

This item of change is proposed only by the Champion Reef Mine Labour Association. The proposed change is to the effect that a clause may be added that in no case shall the wage rate, increments and promotions shall be reduced, except as a punishment for offence under Section 23 of the Standing Orders. The Associations urged that this change is necessary as there are instances where workmen getting higher pay are posted on reduced wages. The Management stated that such transfers are made on the requests of the workers themselves. The Association however, pressed this time, but the Management could not concede to it.

**LEAVE AND HOLIDAYS, ETC.**

13. Employee remaining absent in excess of leave:—

Item in the notice of change:

"13 should read as follows:—

"In the event of an employee remaining absent for more than a week in excess of any leave period including sick leave granted, he may be deemed to have left the service of the Company. If for proper reasons any employee remains absent in excess of the leave period or if he had been sick produces a medical certificate from a Registered Medical Practitioner, the period for which he was absent shall be considered as extension of leave."

"The following para should be inserted after 13:—

"If any section or sections of workers by nature and importance of their work could not avail themselves of the benefits gained by the other sections of workers from the Company's holidays rules, such workers, shall be paid two times their usual wages for working on holidays declared by the Company."

Two changes are proposed here in regard to the Standing Order 13. The first is to alter the present Standing Order so as to condone an employee's overstay after leave in certain cases. It was pointed out by the Managements that discretion in the matter should be left to them. After further discussion, this demand was not pressed by the Associations. So this portion was not pressed.

The other proposed change is to add a para to this Standing Order, so that workers working on the holidays declared by the company may get two times the usual wages. The Managements stated that they cannot agree to this. The Associations pressed the demand, and stated that they would modify the demand if the Company agreed to grant 4 festival holidays with pay. The Managements were unable to agree to this. The Associations deferred this item till the end for further consideration and then said that they would press this demand. But Managements say they cannot accept it. So, only this portion is pressed but not accepted.

**Temporary stoppages of work, etc.**

17. Right of the Company in the event of fire, etc.—

Item in the notice of change:

"17, should read as follows:—

"The company may, at any time or times, in the event of fire, rock-burst, catastrophe, break-down of machinery or stoppage of power supply, epidemic, civil commotion or other causes whether of a like nature or not, beyond the control of the company, stop any machine, machines, mining plant or portion thereof or department or departments or a section of department, wholly or partially for any period or periods. The employees affected by such stoppages shall, if retained for further employment, be given a minimum of half their normal wages plus other allowances in full."

The Associations stated that the change is necessary and that what is proposed here is to bring under the Standing Order what is in practice. The Managements replied that it is only a matter for their discretion and that the proposed change cannot be agreed to, and that they are exercising the discretion with sympathy. The Associations deferred this item till the end for further consideration, and then pressed this demand. The Managements expressed apprehensions regarding fire, and stated that it is not possible to accept this change.

**Termination of Employment.**

21(b) Notice to be given by the monthly rated employee wishing to resign:—

Item in the notice of change:

"21(b) should read as follows:—

"The monthly rated employee who leaves without



one month's pay from out of the rights and privileges which may have accrued to him during his period of service."

The Associations explained that the object of this proposed change is to guard the worker against loss in the event of his leaving service. The Managements stated that an employee does not earn any privileges until he fulfils the terms of his contract. The Associations urged that it would work hard if all the privileges are forfeited, and that it also involves the question of Service Gratuity. The Managements say, they see no reason to accept the change asked for. This demand is pressed by the Associations. The Managements say they cannot concede.

21(c) Re "all other classes of employees" leaving or discharged from service:—

Item in the notice of change:

"21(c) should read as follows:—

"All other classes of employees may leave their service by giving 14 days' notice or 14 days' wages, in lieu of notice. Any one who leaves the service without giving this notice shall forfeit subject to the discretion of the Superintendent 14 days' wages from out of the rights and privileges which may have accrued to him during his period of service. These employees may be discharged from service on 14 days' notice or in lieu of notice on payment of 14 days' wages to the employee."

Such discharged employees shall be paid all other emoluments earned during the past service as in the case of employees retiring on medical or other grounds."

This relates to the question of discharge of "all other classes of employees." The Associations urged that these employees should not be discharged without notice. The Managements stated that the proposed change would cut at the root of the scheme. After discussion, the Managements said that they would consider the first part of the change, and that the second part of the change (proposing to add a sentence, viz., "Such discharged employees shall be paid all other emoluments earned during the past service as in the case of employees retiring on medical or other grounds") cannot be considered as it brings in again the Service Gratuity question, the position in regard to which they have already made clear. The Associations deferred this item till the end for further consideration, and stated that they do not press the first portion, but that they would press the second portion. The Managements say, they are unable to accept the change involved in the second portion.

So, only this second portion is pressed but not accepted.

21(d). (In the event of a contractor's contract being terminated):—

Item in the notice of change:

"21(d). Should be deleted as there should be no separate rules for contract employees."

The proposed change here is that 21(d) may be deleted and there should be no separate rules for contract employees. The Associations urged that if a contractor happens to lose the contract, the workers under him are liable to be thrown out of employment. The Managements stated that they have provided work for such discharged workers in many cases, and that they cannot agree to the proposed change. The Associations deferred this item till the end, for further consideration, and then pressed this demand. The Managements replied that the Standing Order is all right and that there is no reason for change and that individual cases may be brought to their notice for consideration on merits. Finally, the demand is pressed by the Associations, but the Managements are unable to concede.

*Punishment for Misconduct, etc:—*

22(d):

Item in the notice of change:

"22 (d). Should read as follows:—

"Being in any way associated with theft, fraud, or dishonesty in connection with the company's business or property, adjudged as such by a court of law. (Wherever there is an acquittal of the alleged offence by a court of law, the employee or the employees concerned shall not be punished under this Standing Order.)"

The change proposed by the Associations here is that employees associated with theft, fraud or dishonesty in connection with Company's property should be adjudged as such by a court of law, and that, wherever there is an acquittal by a court of law, the employee should not be punished. The Managements do not agree to this change. They state that persons may escape punishments under the law, on account of technicalities, benefit of doubt, etc., and that though a person is not found guilty in a court of law, he cannot always be said

decision of the Managements after due enquiry. The Associations pressed this demand, but the Managements said, it cannot be accepted by them.

*Festival Holidays:—*

Item in the notice of change:

"The following Holidays with full pay be given to the workers. For calculations of privilege leave, attendance Bonus, Dearness Allowance, etc., holidays granted should be considered as days of attendance.

Deepavali		Full day holiday with pay to all
Pongal	...	Hindu employees.
Christmas Day		Full day with pay to all Christian
Good Friday	...	employees.
Ramzan Id		Full day with pay to all Muslim
Bakrid	...	employees.
Onam (New Vishu,		
Year Day, Mala-		
yalee Calendar	...	Full day with pay to all Malayalee
		employees.

All other practices in regard to other holidays that are in vogue should be continued."

The Associations want that full day Holidays with full pay should be given to the workers for the religious festival holidays, noted in the demand. The Managements stated that this is too big and difficult a question, and that the Associations should first agree as among themselves and produce a workable plan. They added that they are already giving 21 days privilege leave with pay and that the grant of further Holidays with full pay would affect the working of the Mines and is not possible. The Associations urged that if the Managements agreed to at least 4 days festival holidays with full pay, the Associations would consider a workable plan. The Managements stated that it was not acceptable in addition to 21 days leave with pay, and they could not afford it. The Associations pressed the demand but the Managements did not accept.

(6) All possible ways of settlement were explored but the parties did not come to a settlement, in regard to these eleven items.

(7) The proceedings in regard to these eleven items thus ended in failure, which I hereby report.

(8) I request that this report may be published in the Gazette, as required in sub-section (4) of Section 12 of the Mysore Labour Act.

I have the honour to be,

Sir,

Your most obedient servant,

NAVANEETHAM,

Chief Conciliator in Mysore.

## ANNEXURE TO FORM "E"

### STANDING ORDERS FOR EMPLOYEES.

#### Definitions.

3. (a) should read as follows:

"Employee" means all work people male or female employed in or on the Company's property whose names are included on Time Sheets maintained by the Company and includes Maistries, Foremen, and clerks.

#### I. Classification of Employees.

4. Para 4 should read as follows:

A "Company Temporary Employee" is one whose written terms of engagement are essentially of a temporary nature, whose name appears on the Company's Time Roll.

Para 6 should read as follows:

A "Contract Employee" is one who is working under a contract or with whom the Company has contracted for the whole or any part of any work which is ordinarily part of the mining industry and whose name has been entered on a Time Sheet maintained by the Company.

Para 7 should read as follows:

A "Contract Temporary Employee" is one similar to a contract Employee but whose terms of engagement as made known to the employee in writing are essentially of a temporary nature.

#### II. Manner of notification to the employees of periods and hours of work, holidays, pay days and wage rates.

6. (I) should read as follows:

Wage and attendance bonus rate, periodical increments in wages and promotions in grade for the work for which an Employee is engaged will be notified on engagement or may be obtained by him on application to the Departmental



## 6. (2) should read as follows :

The Company reserves the right to change the occupation of any Company employee and to alter his rate of pay in accordance with the rate for his new occupation, but in no case shall the wage and grade notified on engagement and the subsequent increments and promotions earned be reduced as a punishment for offences under 23 of these Standing orders.

## IV. Attendance and late coming.

## 9. Should read as follows :

All employees shall submit to such regulations as are appended hereto for the purpose of recording their attendance.

## 11. should read as follows :

Any employee attending late is liable to be treated as absent for that shift, and wherever possible work will be given in the next shift.

## V. Leave and holidays, conditions, procedure and authority, etc.

## 12. should read as follows :

Any employee wishing to obtain leave without pay or privilege leave in accordance with the Company's Privilege Leave with pay scheme, must apply to the departmental official concerned. Should leave be granted, the employee will be given a certificate to this effect signed by the departmental official concerned and he shall comply with all formalities, details of which are appended hereto. Should leave be refused by the Superintendent, a copy of the leave rules is attached hereto and a copy of the same shall be put up in each department.

## 13. should read as follows :

In the event of an employee remaining absent for more than a week in excess of any leave period including sick leave granted, he may be deemed to have left the service of the company. If for proper reasons any employee remains absent in excess of the leave period or if he has been sick produces a medical certificate from a Registered Medical Practitioner, the period for which he was absent shall be considered as extension of leave.

The following para should be inserted after 13.

If any section or sections of workers by nature and importance of their work could not avail themselves of the benefits gained by the other sections of workers from the Company's Holidays rules, such workers shall be paid two times their usual wages for working on Holidays declared by the Company.

## VI Liability to search and entry into premises by certain gates.

## 15. should read as follows :

Every employee is liable to be searched on the work premises at any time by any person authorised by the Superintendent and female employees are liable to be detained for search by females similarly authorised to conduct a search.

## VII. Temporary stoppages of work and rights and liabilities of employers and employees arising therefrom.

## 17. should read as follows :

The Company may, at any time or times, in the event of fire, rock-burst, catastrophe, break-down of machinery or stoppage of Power supply, epidemic, civil commotion or other causes whether of a like nature or not, beyond the control of the company stop any machine, machines, mining plant or portion thereof or department or departments or a section of a department, wholly or partially for any period or periods. The employees affected by such stoppages shall, if retained for further employment, be given a minimum of half their normal wages plus other allowances in full.

## 19. should read as follows :

If for any reasons under this order it may be found necessary to suspend or curtail operations in any department or section of a department such employees as may be effected may be retrenched and such retrenched employees shall be entitled to all payments entitled to them for their services as in the case of workers retiring on medical grounds.

## VIII. Termination of employment, notice to be given, by employer and employee.

## 21. (a) should read as follows :

The employment of any monthly rated employee may be terminated, if proper reasons are found for doing so, by giving one month's notice or one month's pay in lieu of notice.

## 21. (b) second para should read as follows :

Every monthly rated employee who leaves without notice shall forfeit subject to the discretion of the Superintendent one month's pay from out of the rights and privileges which

All other classes of employees may leave their service by giving 14 days' notice or 14 days' wages in lieu of notice. Any one who leaves the service without giving this notice shall forfeit subject to the discretion of the Superintendent 14 days' wages from out of the rights and privileges which may have accrued to him during his period of service. These employees may be discharged from service on 14 days' notice or in lieu of notice on payment of 14 days' wages to the employee. Such discharged employees shall be paid all other emoluments earned during the past service as in the case of employees retiring on medical or other grounds.

21. (d) should be deleted as there should be no separate rules for contract employees.

## 21. (e) should read as follows :—

Where the employment of any employee is terminated by or on behalf of the Company the wages and other accrued benefits of past service earned by and due to the employee shall be settled within 3 days after the termination of the employee's employment.

## IX. Punishment for Misconduct and the Acts and Commissions which constitute Misconduct.

## 22. Should read as follows :—

Any employee who is adjudged after due enquiry by the Superintendent or the head of the department concerned, on examination after the employee had been served with a notice explaining the charges against him and after giving him a fair and reasonable time to appear in person or to furnish a written statement, guilty of misconduct is liable to be dismissed. Such dismissed employee shall be notified the reasons for the dismissal.

(b) and (c) Should be deleted as there is provision in the Mysore Labour Act for such offences.

## (d) Should read as follows :—

Being in any way associated with theft, fraud, or dishonesty in connection with the Company's business or property, adjudged as such by a court of law. (Wherever there is an acquittal of the alleged offence by a court of law the employee or the employees concerned shall not be punished under this standing order).

## (e) Should read as follows :—

Failure to comply with the orders of the Superintendent in matters arising out of or connected with the Company's housing of employees as per rules governing the housing of employees appended hereto.

(f) To be deleted. [This change is proposed by only the Nandydroog Mine and the Oorgaum Mine Labour Associations.]

## (g) Should read as follows :—

The collection of any moneys on the company's work premises for the purposes not sanctioned by the Superintendent and other than on behalf of the Registered Labour Association.

## (j) Should read as follows :—

Drunkenness, riotous or disorderly behaviour on the company's work premises or any act subversive of discipline or efficiency thereon.

## (k) Should read as follows :—

Habitual absence without leave or absence without leave for more than 7 consecutive days without sufficient or proper reasons.

## 23. Should read as follows :—

Any employee may be warned, fined to the extent of a day's wages, suspended for not more than 3 days, reduced in grade or pay or transferred to other work by the mining officer under whom he works for any of the undermentioned offences. The worker will be notified of the charges brought against him and a reasonable time of not less than 2 days will be given to him for explaining his behaviour. The punishment above-mentioned will be applied in a graded manner.

All penalties imposed under this order shall have been approved by the head of the departments concerned. The Superintendent or the head of the departments concerned may also at their discretion impose penalties under this order for acts of misconduct under order 22 as an alternative to dismissal.

## (b) Should read as follows :—

Negligence or neglect of work.

## (h) Should read as follows :—

Damage to work in process or to any property of the company caused deliberately.

## (k) Should read as follows :—

Misuse or transfer of pay discs or departmental discs issued by the company.



Quarreling, fighting and assault within the company's work premises.

(n) Should read as follows:—

Taking of prohibited articles, list of which is appended hereto, into the company's work premises.

(g) This should be deleted.

X. *Means of Redress for Employee against unfair Treatment or wrongful Exaction on the part of the employer or his agent or servant.*

24. Should read as follows:—

All complaints under item 10 of schedule 1 of the Mysore Labour Act XIII of 1942 shall be brought before the Superintendent for his consideration and his decision, after making an enquiry to the satisfaction of the aggrieved thereon shall be final subject to other recourses provided for the employee in the Labour Act.

26. (2) Should read as follows:—

Every employee provided with a disc must retain the disc on his person while on company's work premises. It must be shown on demand to any company official, foreman or authorised person.

29. Should read as follows:—

Every employee is liable to undergo medical examination by Medical Officers appointed by the company or by any other Registered Medical Practitioner if the employee so wills, and when instructed to do so by the Superintendent or other authorised person, shall give all assistance in the carrying out of such examination and the employee if medically declared unfit will be furnished with a certificate.

30. Should read as follows:—

The company reserves the right to engage, fill in existing vacancies and wherever possible the claim of the children and relatives of the employees already in employment and of ex-employees will be given preference.

#### *Holidays.*

The following Holidays with full pay be given to the workers:—For calculations of Privilege Leave, Attendance Bonus, Dearness Allowance, etc., holiday granted should be considered as days of attendance.

Deepavali	} Full day holiday with pay to all Hindu employees.
Pongal	
Christmas Day	} Full day with pay to all Christian employees.
Good Friday	
Ramzan Id	} Full day with pay to all Muslim employees.
Bakrid	
Onam	
Vishu (New year day Malayalee Calendar)	Full day with pay to all Malayalee employees.

All other practices in regard to other holidays that are in vogue should be continued.

*In respect of Nandydoorg Mine Labour Association.*

*Sick Leave:—*To be read as:

On the recommendation of the Company's Medical Officer, sick leave may be granted.

*Housing orders:—*

2. (6) Delete.

(k) To be read as:—

A person who is known to have been prohibited entry into the lines by the Superintendent will not be harboured by any person in the house allotted to him by the Company.

*Oorgaum Mines Labour Association.*

*Sick Leave:—*On the recommendation of the Company's Medical Officer, sick leave may be granted.

*Housing Orders:—*1. The Register will be in two parts so as to constitute in practice separate registers for each of the following:—

1. Married Men.
2. Bachelors.

NAVANEETHAM,  
Chief Conciliator in Mysore.

#### CHIEF SECRETARIAT

Dated 17—19th March 1945.

No. W. 2221—W. 70.44.30. The following notifications viz., Nos. 102 (14)-E.T. (B)—43, dated the 27th January 1945, 120 (1)-E.T. (B)—45 and 102 (10)-E.T. (B)—44, both dated the 3rd February 1945 and two Press Communiques, dated the 24th January 1945 and another, dated the 2nd February 1945 of the Government of India, Department of Commerce

## GOVERNMENT OF INDIA.

### DEPARTMENT OF COMMERCE.

#### *Enemy Trading Permit.*

New Delhi, the 27th January 1945.

No. 102 (14)-E.T. (B)—43. In exercise of the powers conferred by clause (a) of the proviso to sub-rule (1) of rule 98 and rule 99 of the Defence of India Rules, the Central Government is pleased:—

(i) to authorise all persons in British India to have commercial, financial or other intercourse or dealings with Messrs. Arthur Flavell and Col., Ltd., Calcutta, and

(ii) to direct that any transactions in India between the said Company and any other person or authority, whether entered into before or after the date of this notification, shall be as effective for the purpose of conferring rights and remedies on the parties to those transactions or on persons claiming under them as if the said company had been incorporated elsewhere than in enemy territory.

New Delhi, Dated 3rd February 1945.

No. 120 (1)-E.T. (B)—45. In pursuance of clause (a) of the proviso to sub-rule (1) of rule 98 of the Defence of India Rules, the Central Government is pleased to permit persons and concerns in British India to have correspondence with persons and concerns in the parts of Holland specified in the Schedule hereto annexed on personnel or business matters, subject to the conditions that all such correspondence is conducted through non-illustrated post cards and that business correspondence is confined to ascertaining facts and exchanging information only.

#### *Schedule.*

Towns of Eindhoven, Geldrop, Valkenswaard, Tilburg, Oisterwijk, Boxtel, Schijndel, areas in immediate vicinity of these towns and territory south of river Scheldt.

No. 102 (10)-E.T. (B)—44. In exercise of the powers conferred by clause (a) of the proviso to sub-rule (1) of rule 98 and rule 99 of the Defence of India Rules, the Central Government is pleased:—

(i) to authorise all persons in British India to have commercial, financial or other intercourse or dealings with Messrs. Bombay Motor Car Company (Burma) Limited, Bhavanagar and

(ii) to direct that any transactions in India between the said Company and any other person or authority, whether entered into before or after the date of this notification, shall be as effective for the purpose of conferring rights and remedies on the parties to those transactions or on persons claiming under them as if the said company had been incorporated elsewhere than in enemy territory.

E. S. KRISHNAMOORTHY, Dy. Secy

#### PRESS COMMUNIQUE.

##### **Correspondence with Belgium extended.**

Government of India have now authorised persons and concerns in British India to have correspondence with persons and concerns in Belgium through letters (also which should not exceed 1 oz. in weight. Business correspondence will continue to be confined to exchange of facts and information only.

Commerce Department,  
New Delhi, January 24, 1945.

#### PRESS COMMUNIQUE.

##### **Business correspondence with Monaco, Yugoslavia and the Mainland of Greece.**

In accordance with the action taken by His Majesty's Government in the United Kingdom, the Government of India have cancelled their notifications declaring Yugoslavia and the Mainland of Greece as enemy territories. Monaco has also ceased to be enemy territory.

The provisions of the Enemy Trading Regulations will no longer be applicable to these territories. Commercial and business correspondence and dealings are thus permissible though no facilities exist yet for private trade.

Properties and moneys in India belonging to persons and concerns in those countries continue to be under the control of the Custodian of Enemy Property, Bombay, as hitherto.

Commerce Department.